



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Kathleen Clarke  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

November 13, 2000

Lon Thomas  
Star Stone Quarries, Inc.  
4040 South 300 West  
Salt Lake City, Utah 84107

Re: Formal Approval of Notice of Intention to Commence Large Mining Operations and Form and Amount of Reclamation Surety, Star Stone Quarries, Inc., Peoa Blonde Quarry, M/043/012, Summit County, Utah

Dear Mr. Thomas:

Thank you for signing and returning the Certificate of Deposit (CD) cover letter which was received November 6, 2000. The letter instructs First Security Bank how to disperse the interest earned on the CD's held as reclamation surety for the Peoa Blonde Quarry. On , November 9, 2000, the Division Director formally approved the form and amount of reclamation surety which you provided for the Peoa Blonde mine site. The \$50,600 reclamation surety is in the form of three Certificates of Deposit (# 2623037 for \$20,000; #2888452 for \$25,000 and #2888433 for \$5,600) issued by First Security Bank.

*The Division hereby grants its final approval of your large mining notice of intention and the reclamation surety for the Peoa Blonde Mine.* You may now begin mining operations as outlined in your large mining notice of intention. Enclosed please find copies of the fully signed and executed Reclamation Contract and CD's for your files.

Thank you for your help in finalizing this permitting action. *Please remember that our approval does not grant authorization from any other agencies having regulatory jurisdiction over this project. Any expansion of operations beyond the 25.7 disturbed area boundary (which has been marked on the ground with metal t-posts) must be amended, approved and bonded before the expansion occurs.* Best of luck with your large mining operation. Please contact us at your earliest convenience if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

jb

Enclosure: Copy of MR-RC and CD's

cc: Lesli Burns, Summit Co Planning w/Encl

M43-12-apv



Taxpayer Identification Number (TIN) to be used on this account:

Name of account owner assigned TIN:

870320130

AMERICAN STONE INC.

M/043/012

By signature below, I certify under penalties of perjury that:

- (1) The number shown above is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am NOT subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
- ☐ If checked here, I am subject to backup withholding.

- ☐ If checked here, I certify that I am NOT a U.S. citizen or resident (or the account is owned by a foreign corporation, partnership, estate or trust) and am NOT subject to certain U.S. information return reporting or backup withholding rules. (If checked, Form W-8, Certificate of Foreign Status, must be signed by depositor.

First Security Bank, N.A.

Murray Branch

Office  
Seco

Account Name:

AMERICAN STONE INC

FBO THE STATE OF UTAH, DIVISION OF OIL,

DEPOSIT INSTRUMENTS OWNED BY THE BELOW SIGNERS ARE LISTED ON THE REVERSE SIDE

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications to avoid backup withholding.

LOWELL P. BRAXTON, DIRECTOR UT D OF O

Signature(s)

X  
X  
X  
X*James P. Braxton*

VOID

VOID

VOID

Number of signatures required for withdrawals: 1

Primary Customer Address: 4040 S 300 A

City:

State:

ZIP:

Phone:

SALT LAKE CITY

UT 841071411 ( ) -

Mailing Address (if different than above):

City:

State:

ZIP:

Identification #1:

Identification #2:

Birthplace:

Birthdate: Mother's Maiden Name:

1.

/ /

2.

/ /

Employer:

Occupation:

Work Address:

Work Phone:

1.

( ) -

2.

( ) -

References Verified:

Documents on File:

☐ Corporate Resolution-Dated:☐ Correspondence Hold Authority-Dated:☐ Organization Authority-Dated:☐ Other:

Dated:

TIME DEPOSIT ACCOUNT SIGNATURE RECORD



**RECEIVED**

FORM MR-RC  
Revised January 18, 2000  
RECLAMATION CONTRACT

AUG 01 2000

DIVISION OF  
OIL, GAS AND MINING

File Number M/043/012

Effective Date Nov 9, 2000

Other Agency File Number N/A

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECLAMATION CONTRACT**

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/043/012</u>
(Mineral Mined)	<u>Sandstone / Building Stone</u>
"MINE LOCATION":	
(Name of Mine)	<u>Peoa Blonde</u>
(Description)	<u>Approximately two miles west of</u> <u>the town of Peoa, Utah located in</u> <u>Brown's Canyon</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>25.7</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Star Stone Quarries, Inc.</u>
(Address)	<u>4040 South 300 West</u> <u>Salt Lake City, Utah 84107</u>
(Phone)	<u>(801) 262-4300</u>



"OPERATOR'S REGISTERED AGENT":

(Name)

Lon Thomas

(Address)

4040 S 300 W

Salt Lake City, Utah 84107

(Phone)

(801) 262-4300

"OPERATOR'S OFFICER(S)":

Lon Thomas - President

Beverly Thomas - Secretary - Treasurer

"SURETY":

(Form of Surety - Attachment B)

1. Certificate of Deposit
2. Certificate of Deposit
3. Certificate of Deposit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

1. First Security Bank No. \_\_\_\_\_
2. First Security Bank No. \_\_\_\_\_
3. First Security Bank No. \_\_\_\_\_

"SURETY AMOUNT":

(Escalated Dollars)

1. \$25,000
2. \$20,000
3. \$ 5,600

\$50,600

"ESCALATION YEAR":

2005

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Star Stone Quarries, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/043/012 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated May 1, 2000, and the original Reclamation Plan dated May 1, 2000. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's



request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.



OPERATOR:

Star Stone Quarries, Inc.  
Operator Name

By Lon Thomas  
Authorized Officer (Typed or Printed)

President  
Authorized Officer - Position

Lon Thomas  
Officer's Signature

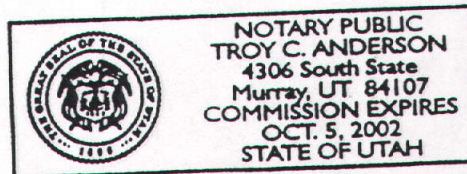
8-1-00  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 1<sup>ST</sup> day of August, 2000, personally  
appeared before me Lon Thomas who being  
by me duly sworn did say that he/she, the said Lon Thomas is  
the President of Star Stone Quarries, Incorporated  
and duly acknowledged that said instrument was signed on behalf of said company by  
authority of its bylaws or a resolution of its board of directors and said  
Lon Thomas duly acknowledged to me that said company  
executed the same.

Troy C Anderson  
Notary Public  
Residing at: \_\_\_\_\_

10-5-2002  
My Commission Expires:





DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton  
Lowell P. Braxton, Director

11/9/00  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 9<sup>th</sup> day of November, 2000,  
personally appeared before me Lowell P. Braxton, who being  
duly sworn did say that he/~~she~~, the said Lowell P. Braxton  
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,  
State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing  
document by authority of law on behalf of the State of Utah.

Victoria A. Bailey  
Notary Public  
Residing at: Salt Lake City

February 29, 2004  
My Commission Expires:





**ATTACHMENT "A"**

Star Stone Quarries, Inc.  
Operator

Peoa Blonde  
Mine Name

M/043/012  
Permit Number

Summit County, Utah

**The legal description of lands to be disturbed is:**

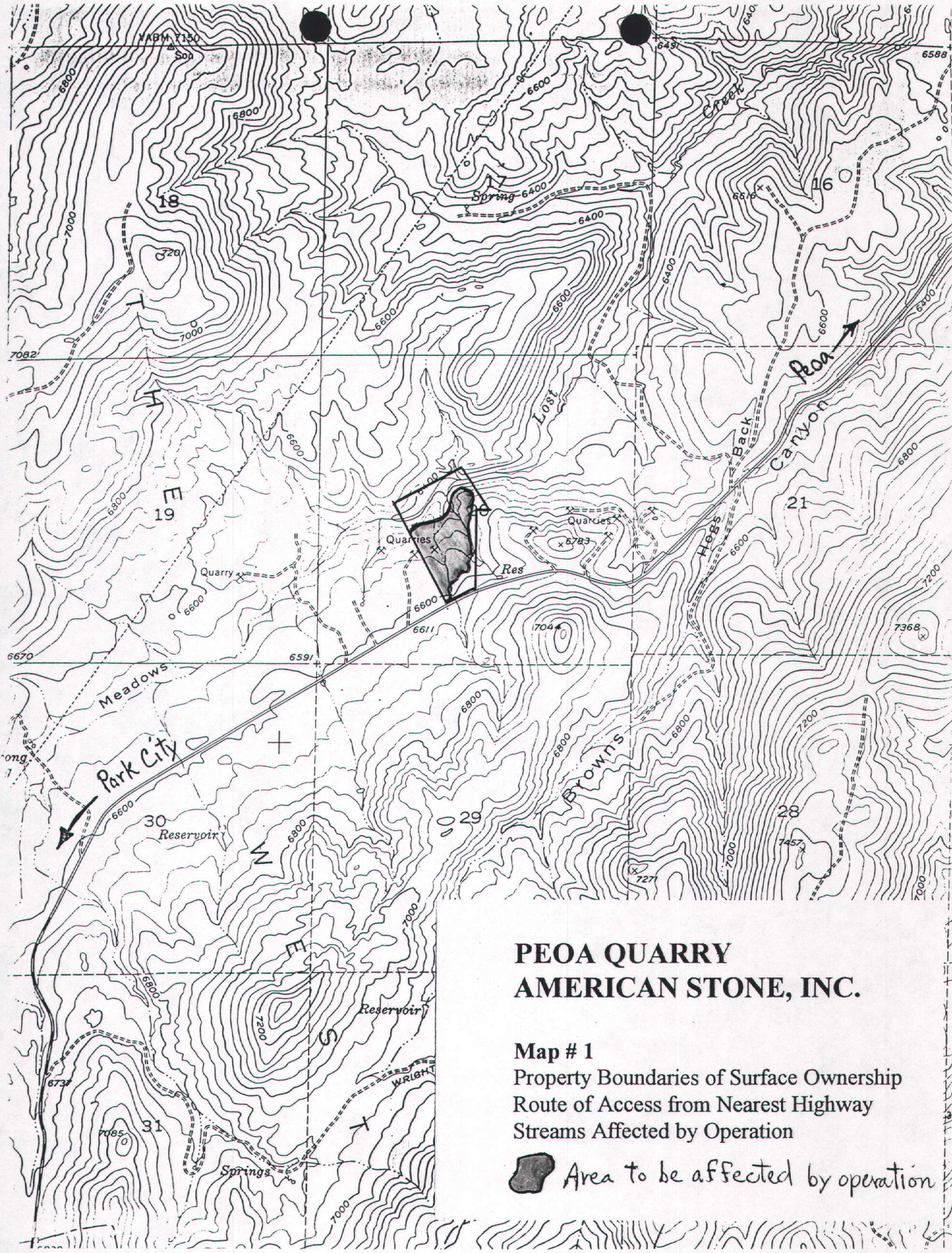
Portions of the SE 1/4 NW1/4 and the SW1/4

of Section 20

Township 1 South, Range 5 East, SLBM

Summit County, Utah





## PEOA QUARRY AMERICAN STONE, INC.

Map # 1  
Property Boundaries of Surface Ownership  
Route of Access from Nearest Highway  
Streams Affected by Operation

 Area to be affected by operation





# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Kathleen Clarke  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

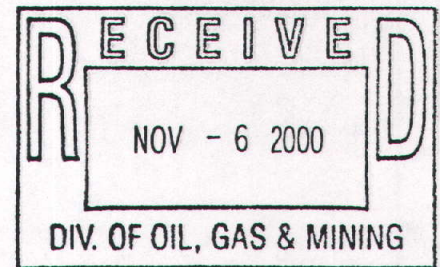
Salt Lake City, Utah 84114-5801

801-538-5340

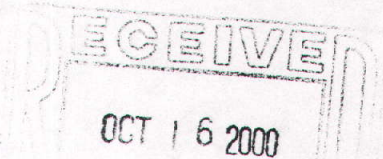
801-359-3940 (Fax)

801-538-7223 (TDD)

October 12, 2000



First Security Bank  
4306 South State Street  
Murray, Utah 84107



Attention: Troy C. Anderson

Re: Reclamation Surety, Certificates of Deposit for Star Stone Quarries, Inc.'s Peoa Blonde Mine Site, Certificates of Deposit No. 2888452 - \$25,000; No. 2623037 - \$20,000 and No. 2888433 - \$5,600, M/043/012, Summit County Utah

This letter describes the mutually agreed upon instructions of the below signed parties to First Security Bank (Bank), regarding the control, redemption, and release of Bank's above-described certificates of deposit (CD), which is being used as a surety to guarantee the availability of reclamation funds for the Peoa Blonde mine site, Summit County, Utah (Mine Site). It is the intention of the parties that the CD's be utilized as surety to guarantee that \$50,600.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining (Division) upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the Mine Site in compliance with state law and regulations (Title 40-8-14(7), and Rules R647-4-114 & R647-5-101).

### Ownership and Renewal:

Ownership of the CD's is retained by American Stone, Inc. (now known as Star Stone Quarries, Inc.), a Utah corporation, and by Betsy Joy Thomas and Lon Thomas, individual(s), (collectively "Owners"), but the CD's are held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD's shall automatically renew indefinitely until either redeemed or released by the Director of the Division.

### Redemption:

The CD's may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of each CD shall be transferred to the State of Utah, Division of Oil Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD's which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD's. Upon redemption, any accrued interest in excess of



the initial amount of each CD shall be transferred to Owners control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested into the CD's. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD's.

**Release:**


The bank shall release the CD's only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of each CD shall be returned to the Owners, or their legal successors-in-interest.

**Accrued Interest:**

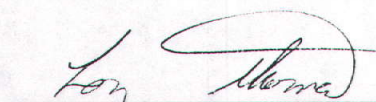
Prior to release or redemption, all interest which accrues by each CD shall be: 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank; or 2) shall be reinvested in each CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD's which would cause the redemption amount of the CD's to be less than the initial amount of \$50,600.00. All tax liabilities for accrued interest shall remain the responsibility of the Owners.

**Bank will not be held liable for any dispute between the parties.**

Agreed Upon By:

  
\_\_\_\_\_  
Lowell P. Braxton, Director  
Utah Division of Oil, Gas & Mining  
Tax ID Number: 87-6000545

Date: 10/12/00

  
\_\_\_\_\_  
Lon Thomas, Owner  
Star Stone Quarries, Inc.  
Tax ID Number: 87-0320130

Date: 10-16-00



First Security Bank Bank, N.A.

Office: Murray Branch

Date: 06302000

Account Number:

Owner(s): BETSY JOY THOMAS 518306528  
LON THOMASFBO THE STATE OF UTAH, DIVISION OF OIL, GAS & mining, RECLAMATION SURETY, STAR STONE PEOA  
You have deposited \$ 20,000.00 into a First Security Bank MONEY MASTER CERTIFICATE-Fixed Rate BLONDE QUARRY

for a term of 24 MONTHS with a maturity date of 06302002 . The interest rate is 6.820 % with an

annual percentage yield of 7.000 %. The annual percentage yield was calculated, using the terms you requested, with the interest

compounded QUARTERLY , paid QUARTERLY , by depositing to the account

Thank you for opening a Time Deposit Account with First Security Bank.

Opened by: Lorna Garlitz

This is a receipt for funds you have placed on deposit with First Security Bank. It need not be presented when you wish to withdraw funds from your account. Your account is subject to the terms stated above and to the following conditions. The terms "we", "our" and "us" mean First Security Bank.

**SPECIFIC ACCOUNT CONDITIONS**☒ **Money Master Insured Certificate of Deposit Account - Fixed Rate**

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new interest rate and annual percentage yield may be assigned when the deposit renews, which will remain fixed until the next maturity date. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits to this account are not permitted except at maturity.

☐ **Money Master Insured Certificate of Deposit Account - Variable Rate**

- The interest rate and annual percentage yield on this account may change at any time at our discretion.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new, variable interest rate and annual percentage yield may be assigned when the deposit renews. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits of at least \$100 may be made to this account at any time. Deposits by an automatic transfer from a First Security Bank checking or savings account may be made in any amount.

☐ **Special Day Certificate of Deposit Account**

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from fourteen (14) days to five (5) years. The specific term you have chosen is disclosed above.
- This account will not automatically renew at maturity. If you do not renew the account, your deposit will be placed in a non-interest earning account. No interest will be paid after final maturity.
- A deposit of at least \$500 is required to open this account unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a deposit of at least \$10,000 is required to open the account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a daily balance of at least \$10,000 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than this minimum balance requirement.
- Additional deposits to this account are not permitted.





Attachment B

No 2888433

Certificate of Deposit  
Account Receipt

First Security Bank

Bank, N.A.

Office:

Murray Branch

Date:

08012000

Account Number:

Owner(s):

BETSY JOY THOMAS

218306528

LON THOMAS

FBO THE STATE OF UTAH, DIVISION OF OIL, GAS &amp; MINING RECLAMATION SURETY, STAR STONE PEOA BLO

You have deposited \$

5,600.00

into a First Security Bank

MONEY MASTER CERTIFICATE - Fixed Rate

QUARRY

for a term of

16 MONTHS

with a maturity date of

12012001

The interest rate is 6.92% with an

annual percentage yield of

7.10%

The annual percentage yield was calculated, using the terms you requested, with the interest

compounded

QUARTERLY

, paid

QUARTERLY

, by

depositing to the account

Thank you for opening a Time Deposit Account with First Security Bank.

Opened by:

Troy Anderson

This is a receipt for funds you have placed on deposit with First Security Bank. It need not be presented when you wish to withdraw funds from your account. Your account is subject to the terms stated above and to the following conditions. The terms "we", "our" and "us" mean First Security Bank.

## SPECIFIC ACCOUNT CONDITIONS

☒ Money Master Insured Certificate of Deposit Account - Fixed Rate

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new interest rate and annual percentage yield may be assigned when the deposit renews, which will remain fixed until the next maturity date. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits to this account are not permitted except at maturity.

☐ Money Master Insured Certificate of Deposit Account - Variable Rate

- The interest rate and annual percentage yield on this account may change at any time at our discretion.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new, variable interest rate and annual percentage yield may be assigned when the deposit renews. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits of at least \$100 may be made to this account at any time. Deposits by an automatic transfer from a First Security Bank checking or savings account may be made in any amount.

☐ Special Day Certificate of Deposit Account

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from fourteen (14) days to five (5) years. The specific term you have chosen is disclosed above.
- This account will not automatically renew at maturity. If you do not renew the account, your deposit will be placed in a non-interest earning account. No interest will be paid after final maturity.
- A deposit of at least \$500 is required to open this account unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a deposit of at least \$10,000 is required to open the account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a daily balance of at least \$10,000 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than this minimum balance requirement.
- Additional deposits to this account are not permitted.



First Security Bank

Bank, N.A.

Office:

Murray Branch

Date: 09292000

Account Number:

Owner(s): AMERICAN STONE INC 870320130  
FBO THE STATE OF UTAH, DIVISION OF OIL, GAS & MINING  
RECLAMATION SURETY, STAR STONE QUARRIES, INC-PEOA BLONDE QUARRY  
You have deposited \$ 25000.00 into a First Security Bank MONEY MASTER CERTIFICATE-Fixed Rate

for a term of 12 MONTHS with a maturity date of 09292001 . The interest rate is 6.550 % with an

annual percentage yield of 6.750 %. The annual percentage yield was calculated, using the terms you requested, with the interest

compounded N/A , paid QUARTERLY , by depositing to checking/savings

Thank you for opening a Time Deposit Account with First Security Bank.

Opened by: Troy Anderson

This is a receipt for funds you have placed on deposit with First Security Bank. It need not be presented when you wish to withdraw funds from your account. Your account is subject to the terms stated above and to the following conditions. The terms "we", "our" and "us" mean First Security Bank.

**SPECIFIC ACCOUNT CONDITIONS**☒ **Money Master Insured Certificate of Deposit Account - Fixed Rate**

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
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- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits to this account are not permitted except at maturity.

☐ **Money Master Insured Certificate of Deposit Account - Variable Rate**

- The interest rate and annual percentage yield on this account may change at any time at our discretion.
- The term of this account may range from two (2) months to five (5) years. The specific term you have chosen is disclosed above.
- This account will automatically renew at maturity for an additional like term. A new, variable interest rate and annual percentage yield may be assigned when the deposit renews. You will have ten (10) calendar days after maturity to withdraw funds without penalty. If you choose to close the account during this ten-day grace period, you will forfeit any interest that would have otherwise been accruing since maturity at the new interest rate/annual percentage yield.
- A deposit of at least \$500 is required to open this account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than \$500.
- Additional deposits of at least \$100 may be made to this account at any time. Deposits by an automatic transfer from a First Security Bank checking or savings account may be made in any amount.

☐ **Special Day Certificate of Deposit Account**

- The interest rate and annual percentage yield on this account will remain fixed until maturity.
- The term of this account may range from fourteen (14) days to five (5) years. The specific term you have chosen is disclosed above.
- This account will not automatically renew at maturity. If you do not renew the account, your deposit will be placed in a non-interest earning account. No interest will be paid after final maturity.
- A deposit of at least \$500 is required to open this account unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a deposit of at least \$10,000 is required to open the account.
- A daily balance of at least \$500 is required to obtain the disclosed annual percentage yield unless the maturity is between fourteen (14) and sixty-two (62) days, in which case a daily balance of at least \$10,000 is required to obtain the disclosed annual percentage yield. No interest will be paid on any day your account balance is less than this minimum balance requirement.
- Additional deposits to this account are not permitted.